

FACT FINDING REPORT

In the Matter of Factfinding)	Issues:
)	
Between)	Salary and Evaluation
)	
NORTH ORANGE COUNTY COMMUNITY)	PERB Case LA-IM-3150-E
COLLEGE DISTRICT)	
)	
and)	
)	
ADJUNCT FACULTY UNITED)	
CFT/AFT, AFL-CIO)	

Factfinding Panel

Bonnie Prouty Castrey, Chair
 Post Office Box 5007
 Huntington Beach, California 92615

For the Faculty:
 Mr. Robert Fey, Secretary
 Adjunct Faculty United
 1143 East Lomita
 Orange, California 92867

For the District:
 Rodney L. Fleeman, Ph.D.
 Vice Chancellor, Finance & Facilities
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 College District
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Factfinding Hearing Held:

June 2, 2003

District's Anaheim offices

Executive Sessions held:

June 20, 2003

District's Anaheim offices

Counsel and Representatives: For the District:

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Section 9.3.1.2 language states:

a review by the Immediate Management Supervisor or designee of classroom/worksite and other job-related materials prepared by the Unit Member;

The District pointed out that in some non-credit courses such as the Older Adult programs held in nursing homes, the faculty member may not have such materials. The Union did not contest this point.

Therefore, the recommendation is to add a sentence to this section stating:

In limited circumstances such as the non-credit older adult program where the faculty member does not regularly prepare job-related materials, they are not required to be reviewed.

Section 9.3.2 language states:

Where the unit Member has students who are incapable of providing feedback, or where an evaluation of students is clearly impractical, the requirement for administration of student evaluations may be waived or modified by mutual agreement of the Immediate Management Supervisor and the Unit Member, and the reasons made part of the evaluation report.

While the District is desirous of changing this language to provide for their unilateral waiver authority rather than by "mutual agreement" with the Unit Member, they did not demonstrate any examples where Unit Members were unwilling to cooperate when students were incapable of such feedback or evaluation.

Therefore, the Chair recommends that the language remains as stated in the current CBA.

Section 9.4.7 language states:

After receipt of the completed evaluation form as provided in section 9.4.6, in the event the Unit Member disagrees with the evaluation, the Unit Member may request a second evaluation by a faculty member of the Unit Member's choice, which must be completed by the end of the Unit Member's assignment for the term. The second evaluation will be limited to assessment of evaluative criteria with unsatisfactory ratings and shall be placed in the Unit Member's personnel file.

The District simply was not able to convince the Chair that this is or has been a problem. Therefore, the language should remain as in the current CBA. The parties should collect data and renegotiate the language and process, if it becomes an issue.

Section 9.4.9 language states:

A. Unit Member who has received an overall satisfactory rating for each of the previous two (2) evaluations and who receives an overall unsatisfactory rating for the current evaluation shall be entitled to a followup assessment with respect to noted areas of deficiency, if requested by the Unit Member. The followup assessment shall be limited to assessment of evaluative criteria with unsatisfactory ratings and shall be completed by the end of the Unit Member's assignment for the term. The followup assessment will be placed in the Unit Member's personnel file.

The District and Union have not had an opportunity to use this language as it applies to Unit Members who have received two satisfactory evaluations and upon receiving the third evaluation they have an overall unsatisfactory rating. As discussed in the Executive Session, it will be several years before this could occur. Therefore, they cannot assess whether there are issues with the implementation of the existing language.

Recommendation of the Chair is to retain the language of the current CBA.

Section 9.5 language states:

Upon implementation of this agreement, the Union and the District will develop a mutually agreeable schedule for conducting evaluations of the following Unit Members:

Both parties have a responsibility under this section to develop a mutually agreeable schedule. Therefore, the Chair recommends that they do so forthwith.

SALARY SCHEDULE

There are four issues to be addressed in the salary schedule:

the amount of an increase; whether such increase should be on or off schedule; the establishment of steps for adjunct faculty; and a doctoral column for adjunct faculty teaching non-credit classes.

Both parties carefully point out to the Panel Members that we must be mindful of the State criteria enunciated in the law such as cost of living increases and comparative data. In making these recommendations the Chair has studied all the materials presented by both parties including the discussion in Executive Session with fellow Panelists and her notes from the lengthy detailed hearing.

The comparisons with other part-time adjunct faculty in the area demonstrate that a salary increase should be applied to all current part-time faculty. Moreover, 70 of 72 community colleges across the State have steps in their pay scales. And, this District did also have them until a few years ago.

Finally, many of the districts either pay faculty teaching non-credit classes the same as part-time faculty teaching credit classes or have a separate step and column schedule, inclusive of a doctoral column. Regarding a recommendation of a doctoral column, when teaching in their field, neither the District, nor the Union Panelist could agree with the Chairs proposed recommendation for differing reasons. Therefore the doctoral column issue for non-credit class faculty is not addressed.

RECOMMENDATIONS:

1. The Chair recommends a 2% increase on the schedules for all Bargaining Unit members. The credit faculty increase should be retroactive to the commencement of the second semester (January 2003). The non-credit faculty increase should be retroactive to the commencement of the second trimester and including the third trimester (January and March 2003).
2. All Bargaining Unit members employed during the 2002-03 school year (from July 2002-03) shall maintain the 2% on schedule. That amount in each of the columns shall become the second step of the new salary schedule. Therefore, new part-time hirees shall hire in at the current schedule in place September 2002.

In the future, the minimum units taught and needed to move from Step 1 to Step II in any column is 12 units. The Bargaining Unit members should notify the appropriate administrator that they have taught the 12 units.

3. Non-credit instruction faculty members should also have the 2% applied on schedule and continued as Step 2 as above in #3.
4. The parties should seriously address the issues related to the number of steps, the appropriate percentage between steps and the criteria for moving from one step to the next, as they are the most knowledgeable of their needs.

Bonnie Prouty Castrey
Chair, Factfinding Panel
Signed this 8th day of August 2003

Signed this 8th day of August 2003

X Concur _____ Dissent
_____ Concur in part _____ Dissent in part
_____ ~~Dissent~~ (Dissent attached)

Mr. Robert Fey, Secretary
Adjunct Faculty United

Signed this 8th day of August 2003

_____ Concur _____ Dissent
X Concur in part X Dissent in part
X (Dissent attached)

Rodney Fleeman, Ph.D.
Vice Chancellor, Finance & Facilities
North Orange County Community College District

FACTFINDING REPORT AND RECOMMENDATIONS

PURSUANT TO THE EDUCATIONAL EMPLOYMENT RELATIONS ACT

In the Matter of the Factfinding)	Case no. LA-IM-3150-E
)	
Between the)	
)	
NORTH ORANGE COUNTY COMMUNITY)	DISSENT OF PANEL MEMBER,
COLLEGE DISTRICT)	RODNEY L. FLEEMAN
)	
And the)	
)	August 4, 2003
<u>ADJUNCT FACULTY UNITED</u>)	

I have carefully reviewed the report and recommendations prepared by the Chairperson of the Factfinding Panel and wish to thank her for the effort that she has put forth in attempting to bring the parties to resolution and in the preparation of the report. Regretfully, I must dissent on a number of the Chairperson's recommendations for resolution of the dispute between the parties.

EVALUATION ARTICLE

With respect to classroom/worksite observations (Article 9, section 9.3.1.1), the Chairperson has recommended that the observation period be reduced to twenty minutes for noncredit classes, except noncredit ESL, which will be treated in the same manner as credit classes, with not less than a forty minute observation.

The District believes it is likely to be counterproductive to differentiate between noncredit ESL classes and other noncredit classes for the purposes of observation for instructor evaluation. Therefore, the District is of the opinion that all noncredit class observations should be 20 minutes or less, with noncredit ESL being treated in the same manner as other noncredit

classes. Similarly, the District's credit ESL classes will be evaluated in the same manner as other credit classes.

SALARY

The remaining three issues are in the area of salary. The District respectfully dissents from items 2, 3, and 4.

The District dissents from the recommendations in items #2 and #3 that salary steps be established for adjunct faculty. This District made a deliberate decision to increase its salary schedule and, in so doing, to remove existing steps only a few years ago. Further, the noncredit schedule has never had steps. As the moving party, the Union has not met its burden of proof on this issue, as it has not demonstrated that implementation of salary steps promotes retention of adjunct faculty or quality of adjunct faculty service. In the hearing, testimony was provided that adjunct faculty teach for a variety of reasons, including the satisfaction of sharing extensive experience in a subject area by virtue of their occupation. In addition, adjunct faculty are not necessarily motivated by salary steps in the same manner or for the same reasons that full-time faculty might be motivated. For example, adjunct faculty may enjoy the convenience of teaching at a particular time of day or evening, or teaching at a particular location. Other factors that may motivate adjunct faculty to seek employment with a particular institution are the total course load and types of courses offered. Full-time faculty cannot necessarily insist on these accommodations, nor do they have the option of rejecting assignments that do not meet their particular geographic needs or personal schedule. These are significant motivators for adjunct faculty unconnected to the notion of salary steps. Further,

the District's evidence demonstrated that there is no linkage between salary steps and retention of adjunct faculty.

The report does not address a consistent method of measuring experience for the purpose of establishing salary steps. It simply proposes that the adjunct faculty member be required to teach 18 units to move from step 1 to step 2, without rationale. These units could be in any area, credit or noncredit (see neutral recommendations 2 and 3), and would apply regardless of the expertise, experience, or degree of qualifications for the teaching assignment.

Finally, adding an additional element of salary cost over and above the 2% on the salary schedule would be inconsistent with the type of increases provided by the District to other employee units for academic year 2002/2003. The addition of steps would create an automatic cost escalator over which the District has no control at a time when the District is expecting significant revenue reductions in the foreseeable future due to the state budget crisis.

The District has reviewed recommendation #4, which urges the parties to seriously address the issues related to the number of steps, the appropriate percentage between steps, and the criteria for moving from one step to the next. For all of the reasons cited above, the District respectfully dissents from the recommendation.

Respectfully submitted,

Dr. Rodney Fleeman
Vice Chancellor,
Finance and Facilities